



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-082367-25

In the matter of: Unit 3, 885 Carleton Place
Sarnia ON N7T3V8

Between: Barry Hall Landlord

And

Rylea Evans Tenant

Barry Hall (the 'Landlord') applied for an order to terminate the tenancy and evict Rylea Evans (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 11, 2025.

The Landlord's Agent, Shannon Hall, the Tenant, and the Tenant's Support Person, John Swain, attended the hearing.

The Tenant spoke with *Tenant Duty Counsel* prior to the hearing.

Determinations:

Arrears of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The parties agree that the lawful rent is \$2,100.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The parties agree that the Tenant has paid \$2,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are therefore \$6,300.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,150.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$139.16 is owing to the Tenant for the period from March 7, 2024, to December 11, 2025.

Relief From Eviction

10. The Landlord sought the termination of the tenancy due to the amount of the rent arrears. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures.
11. The Landlord's Agent testified that the Landlord relies on the rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage, the property taxes, the insurance and condo fees. The lack of payment from the Tenant is therefore causing a financial strain on the Landlord.
12. The Landlord's Agent indicated that the parties have previously been before the Board as a result of the Tenant's failure to pay the rent, as it appears from the order LTB-L-087923-24, issued on February 18, 2025.
13. The Tenant testified that they moved into the rental unit during the month of March 2024. They currently occupy the rental unit with their three minor children.
14. The Tenant indicated that they are not currently employed. They estimate their current monthly household revenue to be around \$3,100.00 and their monthly expenses to be around \$2,940.00. They also have additional debts between \$8,000.00 to \$10,000.00, for which payments are currently on hold.
15. The Tenant stated that their children were placed on a waitlist for daycare spots. The Tenant expects to be able to secure daycare spots within the next four (4) to six (6) months, which would enable them to return to work. Once they return to work, the Tenant expects their monthly income to increase to around \$4,400.00. They indicated that they would also be eligible for a bonus of \$10,000.00, payable in two equal instalments at six (6) months intervals.
16. The Tenant recognized that they were previously before the Board with respect to another application through which the Landlord sought an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes. The Tenant indicated that they exacerbated their financial means in order to void the order LTB-L-087923-24, issued on February 18, 2025, which led them to accumulating arrears of rent once again.
17. The Tenant sought to continue the tenancy and proposed to enter into a repayment plan during which they would pay the Landlord the ongoing rent in full and on time, in addition to

the monthly amount of \$1,000.00 towards the arrears of rent. They have had discussions with family members and friends and estimate that they would be able to obtain financial assistance (of around \$800.00 to \$1,000.00 per month) from them in order to abide by their repayment proposal.

18. In the alternative, the Tenant has started to look for alternate housing accommodations. They estimate that they would need around ninety (90) days to move out.

Analysis

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the length of the tenancy, whether the Landlord attempted to negotiate a repayment agreement with the Tenant, the financial situation of both parties, and the Tenant's payment history since the filing of the application, and find that it would not be unfair to postpone the eviction until February 9, 2026, pursuant to subsection 83(1)(b) of the Act.
20. Although the Tenant proposed to enter into a repayment plan to pay the arrears of rent and continue the tenancy, I am not satisfied of the sustainability of their proposal. Indeed, based on their own estimates of their income and their expenses, the Tenant would have a shortfall which would prevent them from abiding by the proposed terms of their repayment proposal of their own accord. The Tenant is intent on relying on the financial assistance of friends or family members, but such assistance remains tentative at best, as no actual specific amounts were discussed between the Tenant and their friends or family members. The Tenant's uncorroborated expectation is that they would receive some form of financial assistance of up to \$1,000.00 per month.
21. Furthermore, the Tenant did not provide any documents, such as bank statements or income statements, to substantiate their income. The Tenant's current financial situation does not support their repayment proposal, and their intended means of increasing their income is dependent on a variable over which they have no control (*i.e.* the timeline to obtain daycare spots for their children).
22. I also note that the Tenant limited their submissions with respect to their revenue and income to general statements that were not corroborated by any supporting documentary evidence or details. I am not satisfied that the Tenant has the financial means to enter into a repayment plan for their arrears of rent, especially when taking into consideration the Tenant's other financial obligations and commitments.
23. Despite the relative short length of their tenancy, the Tenant has established a recent pattern of accumulating arrears of rent¹. Since it appears that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlord; and given the increasing amount of arrears, I do not find it appropriate to grant relief from eviction beyond February 9, 2026.

¹ Order LTB-L-087923-24, issued on February 18, 2025.

24. While I am cognizant that Tenant may need some time to find alternate housing accommodations, the Landlord should not have to further bear the burden of a Tenant's financial difficulties. I have therefore terminated the tenancy in accordance with the terms set out below.
25. The delayed eviction date will allow the Tenant additional time to seek financial assistance in order to pay the arrears and continue the tenancy. In the alternative, the Tenant will have additional time to search for new housing accommodations for themselves and their family.
26. The prejudice to the Landlord is minimized as the Landlord holds a last month's rent on deposit and the extension is not prolonged

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,586.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,686.00 if the payment is made on or before February 9, 2026. See Schedule 1 for the calculation of the amount owing.
 3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 9, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 9, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,856.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting December 12, 2025, until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 9, 2026, then starting February 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 10, 2026.

January 8, 2026
Date Issued

Alexandre Traboulsi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 10, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$10,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,100.00
Total the Tenant must pay to continue the tenancy	\$8,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing To February 28, 2026	\$12,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,100.00
Total the Tenant must pay to continue the tenancy	\$10,686.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,059.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,100.00
Less the amount of the last month's rent deposit	- \$3,150.00
Less the amount of the interest on the last month's rent deposit	- \$139.16
Total amount owing to the Landlord	\$1,856.28
Plus daily compensation owing for each day of occupation starting December 12, 2025	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	